

U.S. Department of Energy Fernald Area Office NEGOTIATED SALES CONTRACT		Contract Number IFBFY980006	Page 1	Of 5	
This contract is entered into by and between <u>Fluor Daniel Fernald</u> , (hereinafter referred to as "Agent") acting for the United States Department of Energy (hereinafter referred to as the "DOE") under the provisions of Contract No. <u>DE AC24-920R21972</u> , with the United States of America (hereinafter referred to as "Government") and the Purchaser below identified. The Purchaser agrees to purchase and the Agent agrees to sell the Government-owned property described below subject to the General Sale Terms and Conditions attached and any special conditions set forth herein.					
Item		Maximum Quantity	Unit	Unit Price	Amount
1-29	Chemicals THIS SALES CONTRACT SHALL BE IN FORCE FROM THE DATE OF ACCEPTANCE THROUGH COMPLETION OF DELIVERY OF THE MATERIAL.		See pg. 5, "Table of Chemicals"		
TOTAL _____					
The Purchaser represents: (a) that he ___ has, ___ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the purchaser) to solicit or secure this contract and (b) that he ___ has, ___ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the purchaser) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract and agrees to furnish information relating thereto as requested by the Agent. (Note: for interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.)					
Name, Address and Phone # of Purchaser		Signature of Person Authorized to Sign This Contract:			
		Title:			
ACCEPTANCE FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA			Date of Acceptance:		
Accepted as to Items Numbered:					
Title					

**SALE OF SURPLUS CHEMICALS
CONTRACT # IBBFY980006**

I. PURPOSE

This Invitation for Bid (IFB) is entered into by and between Department of Energy (hereinafter referred to as the "DOE/Owner") acting through Owner's Agent, Fluor Daniel Fernald Inc. (hereinafter referred to as FDF) under the provisions of Contract No. DE AC24-920R21972, with the United States of America (hereinafter referred to as "Government") .

This Invitation for Bid (IFB) has been developed to support the sale of the Chemicals located at:

Fluor Daniel Fernald
7400 Willey Road
Hamilton, OH 45013

Contacts:
Pam Wright, 513-648-7608
pamela.wright@fernald.gov

Jean Skiff, 513-648-7625
jean.skiff@fernald.gov

II. DESCRIPTION

Enclosed is a list of chemicals, weight of bags, and quantity available (quantities are approximate). The chemicals are the very best grade available. Material Data Sheets are available for each chemical upon request. They are packaged on wood pallets which will be used in transportation and are not required to be returned.

III. BID REQUIREMENTS

All bids shall be received no later than Thursday, May 28, 1998, 3 p.m. EST, and include the following information:

- Page (1) of this bid (Negotiated Sales Contract), Completed and Signed
- Page (5) -- Table of Chemicals, with bid
- Letterhead with your bid proposal and signature and IFB number and line item.
- **Please do not send attachments through Internet e-mail; however, you may forward your bid with an e-mail message.**

This IFB is open and bids may be sent in the following manner: Internet: mail, facsimile (513-648-7691, ATTN: Pam Wright or Jean Skiff), or the United States Postal Service. If you should choose the Postal Service, it is recommended to use mail with guaranteed arrival.

Following is the address for postal mail:

Fluor Daniel Fernald: Northstar Warehouse
9948 Princeton Glendale Road
Cincinnati, OH 45246
Attn: Pam Wright or Jean Skiff

IV. PURCHASE CRITERIA

May 19, 20, and 21, will be set aside for inspection of the chemicals. If you should have any concerns, bidders are urged to inspect the chemicals before placing a bid. You may contact Pam Wright, 513-648-7608, or Jean Skiff, 513-648-7625, to reserve a date and time for inspection. This is necessary to ensure the proper personnel will be available for escort. The Chemicals listed in a table on page 5 ([Table of Chemicals](#)) will be sold by line item for the entire quantity listed. Please note quantities are approximate. Bids will be accepted price per pound, or price by bag or drum and shall be indicated as such. You may enter your bid in the appropriate column for the chemical(s) you wish to purchase or forward a letter with your bid proposal and signature. If you choose to use the table enclosed, enter the total dollar value of your bid at the bottom of page 5 and also complete page 1 (Negotiated Sales Contract). It will be understood that you agree to the FDF Terms and Conditions as listed in the IFB.

The award will be made to the highest acceptable offeror. Chemicals awarded to the highest offeror are contractually yours and must be paid for in advance, and removed within the time period specified by this IFB. (See Acceptance/Pick Up Criteria)

This IFB does not obligate FDF or the DOE to pay any cost incurred in the preparation and submission of a bid, nor to enter into a sales agreement or any other arrangement with the offeror.

- FDF reserves the right to reject any bid that does not meet the bid requirements.
- FDF reserves the right to award items separately or to award all the items to one offeror.
- FDF reserves the right to reject, accept or negotiate any bid if deemed in the best interest of FDF and the DOE. Should a request for transfer be received from any Government agency prior to the time of award FDF reserves the right to cancel this IFB or any portion of the IFB as being deemed necessary by the FDF or DOE.

V. ACCEPTANCE/PICK UP CRITERIA

The bidder will be advised of the award by telephone and a confirming letter of our acceptance as soon as selection has been made and the consent of Department of Energy (DOE) has been received, if necessary.

Full payment by check must be received before or at the time of pick up. Payment may be made in the following manner:

- Personal check with an attached *Letter of Credit*;
- Certified Check or Business Check;
- Checks must be made payable to: Fluor Daniel Fernald.

Title (ownership) will be transferred from DOE to the Purchaser at the time of pick up.

The Purchaser is responsible for pick up and transportation of any chemicals within twenty (20) working days from date of acceptance. The Seller will provide labor assistance with loading the items for transportation. The Purchaser is required to provide transportation that is suitable for carriage of the chemicals purchased, and must comply with all local, state, federal and Department of Transportation regulations (including coverings if required).

The Purchaser agrees to comply with the above prescribed period of time for payment and removal. If the Purchaser should default, a letter of written justification may be submitted for review by FDF for negotiations (GSA Terms and Conditions #9). Subject to approval by DOE, and/or FDF.

A written notification of who was awarded the sale will be sent to the unsuccessful offerors.

Please note the following schedule for transportation purposes:

FDF shipping hours are: Monday through Friday 7:30 a.m. - 2:30 p.m.

Purchase, please note: Confirmation of scheduled pick up times must be faxed to Pamela Wright or Jean Skiff (fax: 513-648-7691). This is necessary to have the proper personnel available for escort and assistance with loading.

VI. TERMS AND CONDITIONS

The [Sale of Government Property General Sale Terms and Conditions \(Form 114C\)](#) are applicable to this bid. The Terms and Conditions are available in portable document format (.pdf), and FDF strongly urges you to carefully review all Terms and Conditions of this sale for Purchaser's responsibility. If you do not have access to the GSA Terms and Conditions (Form 114C) you may contact Pam Wright, 513-648-7608, or Jean Skiff, 513-648-7625, for a hard copy.

The chemicals are sold "AS IS", "WHERE IS" and "All Sales Are Final." Offerors are encouraged to inspect the items for purchase, as previously stated.

The Purchaser will comply with Department of Commerce Export Control Regulations.

Table of Chemicals

(Due Date: 5/28/98)

LINE ITEM	DESCRIPTION	NO. OF BAGS AND WEIGHT	BID
1	Formic Acid	1-55 Gal. Drum	
2	Sodium Sulfate (Anhydrous)	8-100 Lb. Bags	
3	Zirconia Ore Grade	97-50 Lb. Bags	
4	Calcium Sulfate, Hydrated	177-50 Lb. Bags	
5	Bentonite Grout	33-50 Lb. Bags	
6	Manganese Dioxide	3-325 Lb. Barrels	
7	Epsom Salt	76-50 Lb. Bags	
8	Potassium Nitrate	45-50 Lb. Bags	
9	Silica	3151-50 Lb. Bags	
10	Quartz Sand	9-50 Lb. Bags	
11	Barium Sulfate	69-50 Lb. Bags	
12	Ferro Ceramic Frit Bakeout	117-100 Lb. Bags	
13	Sodium Nitrate	39-50 Lb. Bags	
14	Potato Starch, Food Grade	1-55 Lb. Bag	
15	Lime	3-50 Lb. Bags	
16	Magnesium Oxide (Magnesite)	1-50 Lb. Bag	
17	Potassium Carbonate	24-50 Lb. Bags 4-100 Lb. Bags	
18	Iron Sulfate (Ferri Floc)	12-50 Lb. Bags	
19	Millwood Sand	22-100 Lb. Bags	
20	Tetrasodium Pyrophosphate	4-50 Lb. Bags	
21	Ammonium Bicarbonate	27-55 Lb. Bags	
22	Sodium Fluoride	29-50 Lb. Bags	
23	Nusal Salt	107-400 Lb. Drums	
24	Potassium Carbonate (Additional to line item 17)	28,800 Lbs. (Approx.)	
25	Soda Ash	23,700 Lbs. (Approx.)	
26	Barium Carbonate	47,900 Lbs. (Approx.)	
27	Zirconia, Calcia	900 Lbs. (Approx.)	
28	Charcoal, Activated	1000 Lbs. (Approx.)	
29	Magnesite, Calcined (Additional to line item 16)	74,550 Lbs. (Approx.)	
		TOTAL =	